

Facility Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, and on behalf of those entities that are United's Affiliates and are listed in Exhibit 1 (collectively referred to as "United") and Theranos, Inc. ("Facility").

This Agreement is effective on **February 1, 2013** (the "Effective Date").

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide such services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I. Definitions

The following terms when used in this Agreement have the meanings set forth below:

1.1 "Benefit Plan" means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other written format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 "Covered Service" is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer. For purposes of this Agreement, Covered Services will be limited to any services provided by a CLIA certified micro volume lab and Facility will provide Covered Services in no more than 39 states. Facility will not collect samples or provide Covered Services to customers in the states listed in attachment "A".

1.3 "Customary Charge" is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

1.4 "Customer" is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 "Payment Policies" are the guidelines adopted by United outside of this Agreement for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 "Payer" is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

The following entities may be a Payer:

- United;
- United's Affiliates;
- Any entity receiving administrative services from United or one of United's Affiliates;
and
- Any other entity, upon 30 days prior written or electronic notice from United to Facility.

1.7 "Protocols" are the programs, protocols and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 "United's Affiliates" are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

The list of United's Affiliates as of 6/30/2012 is attached as Exhibit 1. United will provide an updated list to Facility upon request.

Article II **Representations and Warranties**

2.1 Representations and Warranties of Facility. Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

a) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

b) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

c) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (i) the organizational documents of Facility, (ii) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (iii) applicable law.

d) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into its obligations under this Agreement and will have any such requirements in place needed to perform its obligations under this Agreement before it performs such obligations.

e) Facility has been given an opportunity to review the Protocols and Payment Policies and acknowledges that it is bound by the Protocols and that claims under this Agreement will be paid in accordance with the Payment Policies.

f) The charge amount set forth on the claim is the Customary Charge and the claim is a valid claim.

2.2 Representations and Warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

a) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

b) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

c) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (i) the organizational documents of United, (ii) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (iii) applicable law.

d) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III **Applicability of this Agreement**

3.1 Facility's Services. This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. In the event Facility begins providing services at other locations, new types of facilities, or under other tax identification number(s), (either by operating such locations itself, or by acquiring, merging or affiliating with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers), such additional tax identification numbers, new types of facilities, or locations, will become subject to this Agreement only upon the written agreement of the parties. For purposes of this Section 3.1, types of facilities shall include laboratories. Such consent will not be unreasonably withheld.

In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates set forth in the applicable Payment Appendix to this Agreement shall remain in effect for each of Facility's locations specified in this Agreement and the payment rates for the acquired provider shall be the lesser of (1) the rates set forth in the other agreement, or (2) the rates set forth in the applicable Payment Appendix to this Agreement.

Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United.

3.2 Payers and Benefit Plan types. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by mutual agreement of the parties as provided in Section 9.2 of this Agreement.

3.3 Services not covered under a Benefit Plan. This Agreement does not apply to services not covered under the applicable Benefit Plan. Facility may seek and collect payment from a Customer for such services, provided that the Facility first obtain the Customer's written consent.

This section does not authorize Facility to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 6.5 and 6.8 of this Agreement.

3.4 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid.

3.5 Health Care: Facility acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.6 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to

discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.

3.7 Services Rendered by a Facility that is a provider of emergency transport and other related health care services. The following provisions of this Agreement do not apply to services rendered by a Facility that is a provider of emergency transport and other related health care services when taking Customer to the nearest emergency Facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations:

- i) the requirement in Section 3.3 that Facility first obtain the Customer's written consent in order to seek and collect payment from a Customer for non-covered services (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency Facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the consent is not obtained by the admissions personnel of the emergency Facility to which the Customer is brought);
- ii) the statement in section 3.5 that the decision regarding what care is to be provided remains with Facility and with Customers and their physicians. Instead the decision regarding what care is to be provided remains with Facility and with Customers to the extent they are able to discuss the care to be provided by Facility;
- iii) the requirements in Section 4.3; however, Facility will provide services 24 hours a day, seven days a week;
- iv) Sections 4.4.1 and 4.4.4;
- v) the requirement in section 4.9 that Facility obtain the Customer's consent to authorize Facility to provide access to requested information or records as contemplated in section 4.10 (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency Facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the Facility keeps medical records);
- vi) the requirements in section 4.10 regarding medical records (but only if Facility does not keep medical records because such records are instead kept by the emergency Facility to which the Customer is brought);
- vii) the requirements in Section 4.11 regarding certain quality data (but only if Facility does not collect and review such quality data because the collection and review of such quality data is instead done by the emergency Facility to which the Customer is brought);
- viii) the requirement in section 6.6 that, prior to rendering services, Facility ask the patient to present his or her Customer identification card (however, Facility shall ask patient to present his or her Customer identification card as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency Facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the role is not instead played by the admissions personnel of the emergency Facility to which the Customer is brought).

Article IV.
Duties of Facility

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(d) of this Agreement and credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

4.2 Nondiscrimination. Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 Accessibility. Facility will be open during normal business hours, Monday through Friday.

4.4 Cooperation with Protocols. Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

1) Facility will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as permitted under the Customer's Benefit Plan or otherwise authorized by United or Payer.

2) Facility will provide notification for certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information, as required by United or Payer and as described in the Protocols.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. See Appendix 4 for additional information regarding the Protocols applicable to Customers enrolled in certain Benefit Plans.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if such change is applicable to all or substantially all of the facilities in United's network located in the same state as Facility. Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

In the event that Facility believes that a change in the Protocols would result in significantly increased costs for Facility, Facility may provide written notice to United of that belief; any such notice must explain and quantify the projected financial impact to Facility of the change in the Protocols. In the event Facility sends such a notice, Facility and United will consult together about the issue. Both parties shall work together in good faith to address the issues and resolve in a mutually satisfactory manner. If the issue is not resolved to Facility's satisfaction, Facility may initiate dispute resolution pursuant to Article VII of this Agreement. In the event the issue is arbitrated, the arbitration's scope will be limited to quantifying the financial impact to Facility of the change in the Protocols, and the arbitrator may award no more than the amount necessary to cover Facility's increased costs in light of that change; the change may be implemented while the dispute resolution process is proceeding, and the arbitrator cannot order that the change not take place or be reversed. The arbitrator may also consider the impact of other changes made by United in its Protocols that have reduced Facility's costs, and may balance any such reduction against the impact of the increased costs at issue.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or

subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to such services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 Licensure. Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

4.7 Liability Insurance. Facility shall procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with one or more responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance shall be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility shall submit to United in writing evidence of insurance coverage.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
Medical malpractice and/or professional liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and aggregate
Commercial general and/or umbrella liability insurance	Three Million Dollars (\$3,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility shall maintain a separate reserve for its self-insurance. If it is relying on such self-insurance, prior to the Effective Date, Facility shall provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number. In addition, Facility will use commercially reasonable efforts to give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information. This section does not apply to changes of ownership or control that result in Facility being owned or controlled by an entity with which it was already affiliated prior to the change.

4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested

information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

4.10 Maintenance of and Access to Records. Facility will maintain adequate medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

- i) to United or its designees, in connection with United's utilization management/ Care CoordinationSM, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and
- ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within 30 days of United's request.

If such information and records are requested by United, Facility shall provide copies of such records free of charge.

4.11 Access to Data. Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to whom Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers. Notwithstanding the foregoing, Facility agrees that it will participate in The Leapfrog Group's annual patient safety survey.

4.12 Compliance with law. Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

4.13 Electronic connectivity. When made available by United, Facility will do business with United electronically. Facility will use www.unitedhealthcareonline.com or other mutually-agreed upon systems to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Facility agrees to use www.unitedhealthcareonline.com or other mutually-agreed upon systems for additional functionalities (for instance, notification of admission) after United informs Facility that such functionalities have become available for the applicable Customer.

4.14 Implementation of Patient Safety Programs. Facility will implement any applicable quality programs related to laboratory services and recommended by nationally recognized independent third parties on a reasonably prompt basis.

4.15 This section intentionally left blank.

4.16 Performance Standards and Guarantees. Facility hereby accepts and agrees to the performance standards and guarantees set forth in the Performance Standards and Guarantees Appendix attached to this agreement, including the dollars which shall be at risk should Facility's performance be below the indicated targets.

Article V.
Duties of United and Payers

5.1 Payment of Claims. As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time. In the event United changes a Payment Policy (other than a change that is generally consistent with the approach followed by CMS or other recognized industry authority or merely incorporates updated information published by CMS or other recognized industry authority into a Payment Policy), United will provide Facility with written or electronic notice of the change.

In the event of a direct conflict between a Payment Policy and any of the payment appendices to this Agreement, the payment appendix will prevail.

5.2 Liability Insurance. United will procure and maintain professional and general liability insurance and other insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement. United's liability insurance shall be, at a minimum, of the types and in the amounts set forth below.

TYPE OF INSURANCE	MINIMUM LIMITS
Commercial general and/or umbrella liability insurance	Three Million Dollars (\$3,000,000.00) per occurrence and aggregate

5.3 Licensure. United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 Notice. United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 Compliance with law. United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 Electronic connectivity United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Section 4.13, and will make information available as to which products are supported by www.unitedhealthcareonline.com.

5.7 Employees and subcontractors. United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to such services.

Article VI

Submission, Processing, and Payment of Claims

6.1 Form and content of claims. Facility must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United or mutually agreed by the parties in writing, Facility shall submit claims using current CMS 1500 or UB04 or successor forms for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding.

6.2 Electronic filing of claims. Facility will use reasonable commercial efforts to file claims electronically.

6.3 Time to file claims. All information necessary to process a claim must be received by United no more than 90 days from the date of discharge or 90 days from the date all outpatient Covered Services are rendered. In the event United requests additional information in order to process the claim, Facility will provide such additional information within 90 days of United's request. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the 90 day filing limit will begin on the date Facility receives the claim response from the primary payer.

6.4 Payment of claims. Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 Denial of Claims for Not Following Protocols, Not Filing Timely, or Lack of Medical Necessity. Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim under section 6.3 of this Agreement. Payment may also be denied for services provided that are determined by United to be medically unnecessary, and Facility may not bill the Customer for such services unless the Customer has, with knowledge of United's determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Facility appeals within 12 months after the date of denial and can show all of the following:

- i) that, at the time the Protocols required notification or at the time the claim was due, Facility did not know and was unable to reasonably determine that the patient was a Customer,
- ii) that Facility took reasonable steps to learn that the patient was a Customer, and
- iii) that Facility promptly provided notification, or filed the claim, after learning that the patient was a Customer.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility shall ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information on the patient as a Customer.

However, Facility acknowledges that such information provided by United is subject to change retroactively, under the following circumstances, (1) if United has not yet received information that an individual is no longer a Customer; (2) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (3) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (4) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for such services.

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service rendered by Facility. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether such amount is less than Facility's billed charge or Customary Charge.

6.8 Customer "Hold Harmless." Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Facility's failure to comply with the Protocols.
- ii) Facility's failure to file a timely claim.
- iii) Payer's Payment Policies,
- iv) inaccurate or incorrect claim processing,
- v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances, or
- vi) a denial based on medical necessity or prior authorization, except as provided in section 6.5.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause v) of this Section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days' prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility shall be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer from such action and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of overpayments or underpayments of claims. In the event that either party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, by giving the other party notice within 12 months after the payment was initially made, that it believes the payment was made incorrectly. .

The 12 month limit will not apply to recovery of overpayments and underpayments in either of the following circumstances:

- the overpayment resulted from fraud or abuse by or on behalf of Facility, or
- United's ability to discover the overpayment during the 12 month period was hindered by Facility's failure to provide full and timely cooperation with an audit by United.

Undisputed underpayments or overpayments will be repaid within 45 days of notice of the underpayment or overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement and will return such overpayment to United within 45 days after posting it as a credit balance.

Facility agrees that recovery of overpayments may be accomplished by offsets against future payments.

Article VII. **Dispute Resolution**

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in New York, NY. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any

third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VII. While such arbitration remains pending, the termination for breach will not take effect.

This Article VII governs any dispute between the parties arising before or after execution of this Agreement, and shall survive any termination of this Agreement.

Article VIII **Term and Termination**

8.1 Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of two years and renew automatically for renewal terms of one year, until terminated pursuant to section 8.2

8.2 Termination. This Agreement may be terminated under any of the following circumstances:

- i) by mutual written agreement of the parties;
- ii) by either party, upon at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;
- iii) by either party upon 60 days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;
- iv) By United upon 180 days prior written notice in the event Facility expands Covered Services to more than 39 states
- v) by either party upon 10 days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement; or
- vi) by United upon 10 days written notice in the event Facility loses accreditation.
- vii) By United, upon 90 days notice, in the event:

- a) Facility loses approval for participation under United's credentialing plan, or
- b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan.

8.3 Ongoing Services to Certain Customers After Termination Takes Effect. In the event a Customer is receiving any of the Covered Services, as of the date the termination takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

Article IX.
Miscellaneous Provisions

9.1 Entire Agreement. This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.

9.2 Amendment. This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements provided that such unilateral amendment is imposed on a similar basis to all or substantially all of the facilities in United's network that would be similarly impacted by the regulation in question. United will provide at least 30 days' notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance. Upon request by Facility, United will consult with Facility regarding the regulatory basis for any regulatory amendment to this Agreement.

9.3 Nonwaiver. No waiver of any rights shall be effective unless assented to in writing by the party to be charged. The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

9.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, such consent will not be unreasonably withheld by either party, except that this Agreement may be assigned by United to any of United's Affiliates.

9.5 Relationship of the Parties. The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 No Third-Party Beneficiaries. United and Facility are the only entities with rights and remedies under the Agreement.

9.7 Delegation. United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.

9.8 Notice. Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

9.9 Confidentiality. Neither party will disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

- a) any proprietary business information, not available to the general public, obtained or otherwise gained access to by the party from the other party; or
- b) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits (together, "Confidential Information").

Confidential Information includes, but is not limited to, copyrights, trademarks, trade dress, trade secrets, patents, customer and supplier lists, product designs and pricing information, processes, formulas, business plans, health plan relationships, acquisition plans, product licensing plans, company finances and financial plans, budgets, production plans and protocols, systems architecture, technology, data, and methods. Confidential Information may be conveyed to the receiving party in written, electronic or oral form, and includes any information that may be derived from or developed as a result of access to the disclosing party's facilities, as well as all notes, reports, evaluative materials, analyses or studies prepared by the receiving party or its directors, officers, employees, agents and advisors (collectively, such party's "Representatives") regarding or relating to the disclosing party or its Confidential Information.

Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement: (i) information that was already in the receiving party's possession prior to the Effective Date, and that was not obtained from the disclosing party; (ii) information that is obtained by the receiving party from a third party which it reasonably believes had the right to disclose the information to the receiving party; (iii) information that is or becomes generally available to the public other than as a result of a disclosure by receiving party in

violation of this Agreement; or (iv) information that the receiving party develops internally without reference to the disclosing party's Confidential Information without breaching this agreement.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

Except as otherwise required by applicable law or stock exchange rule, Provider and United will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any "tombstone" or other advertisements, with respect to this Agreement without the consent of the other party. For any disclosure of the other party's Confidential Information required by applicable law or stock exchange rule, the party required to disclose the information will redact the other party's Confidential Information from the disclosure to the maximum extent allowable under the law.

9.9.1 Obligations of Confidentiality. In consideration of each party providing or allowing the other party access to its Confidential Information, each party agrees that it: (i) will hold in confidence, treat as confidential and proprietary, and protect utilizing standards appropriate for the healthcare industry, all of the disclosing party's Confidential Information; (ii) will disclose the disclosing party's Confidential Information only to the receiving party's Representatives who have a legitimate need to know such information in connection with the Agreement, and who are bound by as strict of confidentiality standards as set forth herein; (iii) will not, without the prior written consent of the disclosing party, disclose the disclosing party's Confidential Information to any third party (other than to its Representatives as allowed by 2(ii) above); (iv) will not use the disclosing party's Confidential Information other than as is required in connection with the Agreement and (v) will not, without the prior written consent of the other party, disclose to any other person or entity the existence or terms of this Agreement or that the parties have entered into the discussions. As between themselves, the parties shall be and remain solely and completely liable and responsible for any breaches of this Agreement committed by any of their respective Representatives.

In the event that receiving party is requested or required by applicable law or regulation or by legal process to disclose the disclosing party's Confidential Information or any information regarding the discussions in connection with Agreement, receiving party will provide the disclosing party with prompt notice of any such request or requirement so that the disclosing party may (i) seek an appropriate protective order or other remedy, or (ii) consult with the receiving party with respect to the taking of steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement. If receiving party is unable to provide such notice to the disclosing party, the receiving party will use its reasonable best efforts to ensure that all of disclosing party's Confidential Information and all information regarding the discussions will be accorded confidential treatment. If no ability to provide such notice or obtain such confidential treatment is reasonably available to receiving party, receiving party shall disclose only such information as is minimally necessary to comply with the applicable request or requirement.

9.9.2 Ownership and Acknowledgement. All Confidential Information is and shall remain the sole and exclusive property of the disclosing party. The receiving party acquires no right, title or license to the disclosing party's Confidential Information except the right to use it as is necessary

for the discussions in connection with Agreement. Notwithstanding any other provision of this Agreement to the contrary, each party acknowledges and agrees that the furnishing of its Confidential Information is not intended to and does not restrict the receiving party's, or any of its affiliates', ability to (i) carry on their existing business activities, (ii) enter into any new lines of business, (iii) develop or market new products or services or (iv) otherwise expand their business operations, so long as undertaking any of the activities outlined in (i) – (iv) above does not otherwise violate this Agreement. Subject to the provisions contained in this Agreement, each party and its affiliates are free to conduct any existing business that competes with the other party, and to develop any additional business that may compete with the other party.

9.9.3 Return of Materials. Whenever requested by the disclosing party, the receiving party shall return to the disclosing party or destroy, at the disclosing party's sole discretion, all materials containing or referencing the disclosing party's Confidential Information, including, without limitation, all papers, records, computer disks or tapes (whether machine or user readable), documents, summaries, samples and the like of every kind, including all copies thereof, except, in each case, for one copy of each which may be retained by the receiving party in secure storage solely for archival and legal document retention purposes. If the disclosing party requests that its Confidential Information be destroyed, an authorized representative of the receiving party shall certify such destruction in writing to the disclosing party.

9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, and any other applicable law.

9.11 Regulatory Appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Sections 4.10, 6.7, 6.8, Article VII and sections 8.3 and 9.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

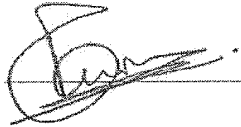
9.14 Data Services. The parties incorporate by reference the Data Services Appendix attached to this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Theranos, Inc.

Address to be used for giving notice to Facility under the Agreement:

Signature



Street 1601 S. California Ave.

Print Name

Sunny Balwani

City Palo Alto

Title

President : COO

State CA Zip Code 94304

Date 1/11/13

Legal Approved SM

E-mail

UnitedHealthcare Insurance Company, on behalf of itself and its other affiliates including without limitation those affiliates listed in Exhibit I, as signed by its authorized representative:

Signature



Print Name

Ed Lagarino

Title

SVP

Date

1/26/13

Address to be used for giving notice to United under the Agreement

Street

City

State

Zip Code

IN THE EVENT THIS AGREEMENT INCLUDES TWO SIGNATURE BLOCKS FOR UNITED, THIS AGREEMENT IS NOT BINDING UPON UNITED UNLESS EACH OF THE TWO UNITED SIGNATURE BLOCKS ARE EXECUTED.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

United HealthCare Insurance Company
as Attorney-in-Fact for Carrier Affiliates:

Signature: [Signature]
Print Name: Ed Lazarus
Title: SVP
Date: 1/26/13

PacifiCare Life and Health Insurance
Company Address:

Signature: _____
Print Name: _____
Title: _____
Date: _____

PacifiCare Life and Health Insurance as
Attorney-in-Fact for Carrier Affiliates:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Facility as Attorney-in-Fact for its Affiliates:

Signature: [Signature]
Print Name: Sunny Balwani
Title: President + COO
Date: 1/11/13

Facility
Address: 1601 S. California Ave
Palo Alto, CA
94304

Signature: [Signature]
Print Name: Sunny Balwani
Title: President + COO
Date: 1/11/13

Facility as Attorney-in-Fact for its Affiliates:

Signature: [Signature]
Print Name: Sunny Balwani
Title: President + COO
Date: 1/11/13

PacifiCare Life Assurance Company

Address: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

**PacifiCare Life Assurance Company as
Attorney-in-Fact for Carrier Affiliates:**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Facility

Address: 1601 S. California Ave.
Palo Alto, CA 94304

Signature: _____

Print Name: _____

Title: _____

Date: _____

Facility as Attorney-in-Fact for its Affiliates:

Signature: _____

Print Name: _____

Title: _____

Date: _____

PacifiCare of Washington, Inc.

Address: _____

Signature: [Signature]

Print Name: Ed Lagasman

Title: SVP

Date: 1/26/13

PacifiCare of Washington, Inc., as Attorney-in-Fact for Carrier Affiliates:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Facility

Address: 1601 S. California
Palo Alto, CA 94304

Signature: [Signature]

Print Name: Sunny Balwani

Title: President; COO

Date: 1/11/13

Facility as Attorney-in-Fact for its Affiliates:

Signature: [Signature]

Print Name: Sunny Balwani

Title: President; COO

Date: 1/11/13

Attachments

- Appendix 1: Facility Location and Service Listings
- Appendix 2: Benefit Plan Descriptions
- Appendix 3: All Payer Appendix (includes fee schedule sample, 1500 billers only, where applicable)
- Appendix 4: Additional Protocols
- Appendix 5: State and Federal Regulatory Requirements (on CD)
- Appendix 6: CA Payer Disclosure
- Appendix 7: Performance Standards and Guarantees
- Appendix 8: Data Services Appendix
- Appendix 9: Manufacturer's Warranty
- Appendix 10: Delegation Agreements
- Exhibit 1: United Affiliates Licensed as an Insurance Company or HMO
- Exhibit 2: Owners Attestation
- Exhibit 3: TennCare Disclosure Statements
- Florida Medicaid Regulatory Appendix
- North Carolina Commercial Regulatory Appendix

IMPORTANT NOTE: Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment. Facility also acknowledges its obligation under sections 1.2 and 8.2 to limit the provision of Covered Services to no more than 39 states.

Attachment "A"

1. Alaska
2. Montana
3. N Dakota
4. S Dakota
5. Vermont
6. Nebraska
7. Alabama
8. Delaware
9. New Hampshire
10. Maine
11. Oklahoma

Appendix 1
Facility Location and Service Listings

Theranos' CLIA laboratory at 1601 S. California Ave., Palo Alto, CA 94304. Service locations will be provided to United separately.

Exhibit 1
List of UnitedHealth Group Incorporated Affiliates
Licensed as an Insurance Company or HMO
as of 06/30/2012

Company Name

This list is subject to change.

	Entity Name
1	ACN Group IPA of New York, Inc.
2	ACN Group of California, Inc.
3	A-Life Hospital Coding, LLC
4	A-Life Medical, Inc.
5	All Savers Insurance Company
6	All Savers Life Insurance Company of California
7	American Medical Security Life Insurance Company
8	AmeriChoice Corporation
9	AmeriChoice Health Services, Inc.
10	AmeriChoice of Connecticut, Inc.
11	AmeriChoice of Georgia, Inc.
12	AmeriChoice of New Jersey, Inc.
13	Aperture Credentialing, Inc.
14	Arizona Physicians IPA, Inc.
15	ASI Global, LLC
16	Axolotl Corp.
17	bConnected Software, Inc.
18	Behavioral Healthcare Options, Inc.
19	BP Inc.
20	Canada Health Group International Limited
21	CanReg (Europe) Limited
22	Care Improvement Associates of Texas, Inc.
23	Care Improvement Plus Group Management, LLC
24	Care Improvement Plus of Maryland, Inc.
25	Care Improvement Plus of Texas Insurance Company
26	Care Improvement Plus Practitioners, LLC
27	Care Improvement Plus South Central Insurance Company
28	Care Improvement Plus Wisconsin Insurance Company
29	Care Improvement Reinsurance Corporation of America
30	CareMedic Systems, Inc.
31	ChinaGate (Hong Kong) Limited
32	ChinaGate Company Limited
33	CII Financial, Inc.
34	Citipsych Pty. Limited
35	Citrus Health Care, Inc.
36	Collaborative Care Holdings, LLC

37	Collaborative Care Services, Inc.
38	Collaborative Care Solutions, LLC
39	Comfort Care Transportation, LLC
40	Commonwealth Administrators, LLC
41	Connexions HCI NM, LLC
42	Connexions HCI, LLC
43	Connexions, Inc.
44	Corporate Support Limited
45	DBP Services of New York IPA, Inc.
46	DCG Resource Options, LLC
47	Dental Benefit Providers of California, Inc.
48	Dental Benefit Providers of Illinois, Inc.
49	Dental Benefit Providers, Inc.
50	Distance Learning Network, Inc.
51	Duncan Printing Services, LLC
52	Electronic Network Systems, Inc.
53	ELG FZE
54	Evercare Collaborative Solutions, Inc
55	Evercare Hospice, Inc.
56	Evercare of Arizona, Inc.
57	Executive Health Resources, Inc.
58	Exlogs EBT Holdings Limited
59	Exlogs HSE, Inc. (Canada)
60	Exploration for Mine Clearance, LLC
61	Exploration Logistics Group for Medical Services PLC LTD
62	Exploration Logistics BC Limited
63	Exploration Logistics Group Inc.
64	Exploration Logistics Inc.
65	Exploration Logistics Limited
66	Exploration Logistics Newfoundland Limited
67	Exploration Logistics Nova Scotia Limited
68	Family Health Care Services
69	Family Home Hospice, Inc.
70	FMG Holdings, LLC
71	Focus EAP Ltd.
72	FOHP, Inc.
73	FOR HEALTH OF ARIZONA, INC.
74	For Health of Rhode Island, Inc.
75	For Health, Inc.
76	Frontier Medical Services Limited
77	FrontierMEDEX Canada Holdings Ltd.
78	FrontierMEDEX Canada Limited
79	FrontierMEDEX Gouvernement Services, LLC
80	FrontierMEDEX Group Limited
81	FrontierMEDEX Limited
82	FrontierMEDEX UK Limited
83	FrontierMEDEX US, Inc.

84	FrontierMEDEX, Inc.
85	Geriatric of Massachusetts, Inc.
86	Golden Rule Financial Corporation
87	Golden Rule Insurance Company
88	H & W Indemnity, Ltd.
89	Health Net Insurance of New York, Inc.
90	Health Net of Connecticut, Inc.
91	Health Net of New Jersey, Inc.
92	Health Net of New York, Inc.
93	Health Net Services (Bermuda) Ltd.
94	Health Plan of Nevada, Inc.
95	Health Technology Analysts Pty Limited
96	HealthAllies, Inc.
97	Hospice Inspiris Holdings, Inc.
98	Hospice Inspiris of Pennsylvania, Inc.
99	Hospice Inspiris of Texas, Inc.
100	Hospice Inspiris, LLC
101	Hygeia Corporation
102	Hygeia Corporation (Ontario)
103	Independent Physician Management Services, Inc.
104	Information Network Corporation
105	Ingenix Innovus (Netherlands) B.V.
106	Ingenix UK Holdings Limited
107	Ingram & Associates, LLC
108	Inspiris of Alabama, Inc.
109	Inspiris of Maryland, Inc.
110	Inspiris of Michigan, Inc.
111	INSPIRIS of New York IPA, Inc.
112	INSPIRIS of New York Management, Inc.
113	Inspiris of Pennsylvania, Inc.
114	Inspiris of Tennessee, Inc.
115	INSPIRIS of Texas Physician Group
116	Inspiris of Texas, Inc.
117	Inspiris Services Company
118	Inspiris, Inc.
119	International Psychological Services Pty Limited
120	Lifeprint East, Inc.
121	Lifeprint Health, Inc.
122	LighthouseMD, Inc.
123	Logistics Health, Inc.
124	Lynx Medical Systems, Inc.
125	MAMSI Insurance Resources, LLC
126	MAMSI Life and Health Insurance Company
127	Managed Physical Network, Inc.
128	MD-Individual Practice Association, Inc.
129	Medekit.com Limited
130	MEDEX Insurance Services, Inc.

131	Medica Health Plans of Florida, Inc.
132	Medica HealthCare Plans, Inc.
133	Medical Preparatory School of Allied Health, LLC
134	Medical Transportation Services, LLC
135	Midwest Security Life Insurance Company
136	Mohave Valley Hospital, Inc.
137	Monarch Management Services, Inc.
138	National Pacific Dental, Inc.
139	Neighborhood Health Partnership, Inc.
140	Netwerkes, LLC
141	Nevada Pacific Dental
142	Northern Nevada Health Network, Inc.
143	OneNet PPO, LLC
144	Optimum Choice, Inc.
145	Optum Clinical Services, Inc.
146	Optum Government Solutions, Inc.
147	Optum Public Sector Solutions, Inc.
148	Optum Saúde Serviços (Brasil) Ltda
149	Optum Services, Inc.
150	Optum, Inc.
151	OptumHealth Bank, Inc.
152	OptumHealth Capital, Inc.
153	OptumHealth Care Solutions, Inc.
154	OptumHealth Financial Services, Inc.
155	OptumHealth Holdings, LLC
156	OptumHealth International B.V.
157	OptumInsight (Canada) Inc.
158	OptumInsight (Deutschland) GmbH
159	OptumInsight (Singapore) Pte. Ltd.
160	OptumInsight (Sweden) AB
161	OptumInsight Holdings, LLC
162	OptumInsight Italy S.r.l.
163	OptumInsight Korea LLC
164	OptumInsight Life Sciences, Inc.
165	OptumInsight Poland sp. z.o.o.
166	OptumInsight, Inc.
167	OptumRx Holdings, LLC
168	OptumRx, Inc.
169	Ovations, Inc.
170	Oxford Benefit Management, Inc.
171	Oxford Health Insurance, Inc.
172	Oxford Health Plans (CT), Inc.
173	Oxford Health Plans (NJ), Inc.
174	Oxford Health Plans (NY), Inc.
175	Oxford Health Plans LLC
176	PacificCare Health Plan Administrators, Inc.
177	PacificCare Health Systems, LLC

178	PacifiCare Life and Health Insurance Company
179	PacifiCare Life Assurance Company
180	PacifiCare of Arizona, Inc.
181	PacifiCare of Colorado, Inc.
182	PacifiCare of Nevada, Inc.
183	Passport Coast-to-Coast LLC
184	Paularino Third Party Administrators, Inc.
185	Payment Resolution Services, Inc.
186	Personal Performance Consultants India Private Limited
187	Personal Performance Consultants UK Limited
188	PHC Holdings of Florida, Inc.
189	PHC Subsidiary Holdings, LLC
190	Physicians Health Choice of Arkansas, Inc.
191	Physicians Health Choice of New Mexico, Inc.
192	Physicians Health Choice of Texas, LLC
193	Physicians Health Plan of Maryland, Inc.
194	Picis Research and Development, S.A.U.
195	Picis SAS
196	Picis, Inc.
197	Picis, Ltd.
198	Positive People Company
199	PPC International II, LLC
200	PPC International, L.L.C.
201	(PPC) Pty Ltd
202	PPC Worldwide Canada EAP Services Ltd.
203	PPC Worldwide Management Pty Ltd
204	PPC Worldwide Pte. Ltd.
205	PPC Worldwide Pty Ltd
206	PPC Worldwide Unit Trust
207	ppoONE, Inc.
208	Preferred Care Partners Holding, Corp.
209	Preferred Care Partners Medical Group, Inc.
210	Preferred Care Partners, Inc.
211	Prime Health, Inc.
212	ProcessWorks, Inc.
213	R&H Family Fitness Unlimited LLC
214	Rx Solutions NY IPA, Inc.
215	ScriptSwitch Holdings Limited
216	ScriptSwitch Limited
217	Sierra Health and Life Insurance Company, Inc.
218	Sierra Health Services, Inc.
219	Sierra Health-Care Options, Inc.
220	Sierra Home Medical Products, Inc.
221	Sierra Nevada Administrators, Inc.
222	Southwest Medical Associates, Inc.
223	Southwest Michigan Health Network Inc.
224	Specialty Benefits, LLC

225	Spectera of New York, IPA, Inc.
226	Spectera, Inc.
227	The Lewin Group, Inc.
228	Three Rivers Holdings, Inc.
229	Travel Express Incorporated
230	U.S. Behavioral Health Plan, California
231	UHC International Services, Inc.
232	UHC of California
233	UHC Holdings, Inc.
234	Ultima Rx, LLC
235	UMR Care Management, LLLP
236	UMR, Inc.
237	Unimerica Insurance Company
238	Unimerica Life Insurance Company of New York
239	Unison Administrative Services, LLC
240	Unison Health Plan of Delaware, Inc.
241	Unison Health Plan of Tennessee, Inc.
242	Unison Health Plan of the Capital Area, Inc.
243	United Behavioral Health
244	United Behavioral Health of New York, I.P.A., Inc.
245	United Health Foundation
246	United HealthCare Services, Inc.
247	United Resource Networks IPA of New York, Inc.
248	UnitedHealth Advisors, LLC
249	UnitedHealth Capital, LLC
250	UnitedHealth Group Global Healthcare Services Limited
251	UnitedHealth Group Global Services, Inc.
252	UnitedHealth Group Incorporated
253	UnitedHealth Group Information Services Private Limited
254	UnitedHealth Group International B.V.
255	UnitedHealth International, Inc.
256	UnitedHealth Military & Veterans Services, LLC
257	UnitedHealth UK Limited
258	UnitedHealthcare Benefits of Texas, Inc.
259	UnitedHealthcare Community Plan of Ohio, Inc.
260	UnitedHealthcare Community Plan of Texas, L.L.C.
261	UnitedHealthcare Community Plan, Inc.
262	UnitedHealthcare India Private Limited
263	UnitedHealthcare Insurance Company
264	UnitedHealthcare Insurance Company of Illinois
265	UnitedHealthcare Insurance Company of New York
266	UnitedHealthcare Insurance Company of the River Valley
267	UnitedHealthcare International Asia, LLC
268	UnitedHealthcare of Alabama, Inc.
269	UnitedHealthcare of Arizona, Inc.
270	UnitedHealthcare of Arkansas, Inc.
271	UnitedHealthcare of Colorado, Inc.

272	UnitedHealthcare of Florida, Inc.
273	UnitedHealthcare of Georgia, Inc.
274	UnitedHealthcare of Illinois, Inc.
275	UnitedHealthcare of Kentucky, Ltd.
276	UnitedHealthcare of Louisiana, Inc.
277	UnitedHealthcare of Mississippi, Inc.
278	UnitedHealthcare of New England, Inc.
279	UnitedHealthcare of New Mexico, Inc.
280	UnitedHealthcare of New York, Inc.
281	UnitedHealthcare of North Carolina, Inc.
282	UnitedHealthcare of Ohio, Inc.
283	UnitedHealthcare of Oklahoma, Inc.
284	UnitedHealthcare of Oregon, Inc.
285	UnitedHealthcare of Pennsylvania, Inc.
286	UnitedHealthcare of South Carolina, Inc.
287	UnitedHealthcare of Texas, Inc.
288	UnitedHealthcare of the Mid-Atlantic, Inc.
289	UnitedHealthcare of the Midlands, Inc.
290	UnitedHealthcare of the Midwest, Inc.
291	UnitedHealthcare of Utah, Inc.
292	UnitedHealthcare of Washington, Inc.
293	UnitedHealthcare of Wisconsin, Inc.
294	UnitedHealthcare Plan of the River Valley, Inc.
295	UnitedHealthcare Service LLC
296	UnitedHealthcare Services Company of the River Valley, Inc.
297	UnitedHealthcare, Inc.
298	UnitedHealthOne Agency, Inc.
299	WellMed Medical Management of Florida, Inc.
300	WellMed Medical Management, Inc.
301	Wellness, Inc.
302	XLHealth BIPA, Inc.
303	XLHealth Corporation
304	XLHealth Corporation India Private Limited
305	XLHealth Tennessee, LLC
306	XLHealth Texas, Inc.

Exhibit 2
ATTESTATION OF {Theranos}

State of CA


County of { } Santa Clara

Before me the undersigned Notary appeared Sunny Balwani, who being either known personally to me and/or presenting proper identification, was duly sworn by me and testified as follows:

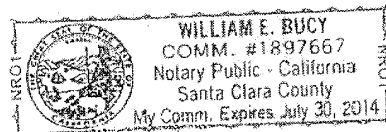
- (1) "My name is Sunny Balwani. I am over the age of 18, fully competent to give this Attestation and have personal knowledge of the facts stated in it."
- (2) "I hereby certify that Theranos, Inc. has 100% ownership of the Theranos, Inc. laboratory."
- (3) "I hereby certify that the following entities have the following percentage ownership of the Theranos, Inc. laboratory: Theranos, Inc. has 100% ownership."
- (4) "I hereby certify that at no time will there be any change in the controlling interest modifying the current percentage ownership as set forth herein of the Theranos, Inc. laboratory."
- (5) "I hereby certify that at no time will the Theranos, Inc. laboratory assets, liabilities, revenues and expenses be consolidated from Theranos, Inc. laboratory to any other laboratory or its affiliates such that all or some of the Covered Services subject to the Agreement will be rendered by such other laboratory or its affiliates."

Further this Affiant sayeth not.

Signed this 10 day of Jan 2013.



Affiant signature



Notary Stamp/Certification



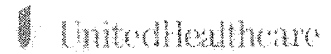
Notary Signature

Jan 10, 2013

Date of Notary's Signature

July 30, 2014

Expiration date of Notary authority



Payment Appendix
All Payer Fee Information Document
Fee Schedule Specifications: as of 01/01/2013
Report Date: 12/17/2012

Fee Schedule ID: Test2781

Type Of Service	Primary Fee Source	Pricing Level
LAB - PATHOLOGY	Current Year CMS RBRVS Carrier Locality (0000000)	40.000%
OFFICE LAB	Current Year CMS Clinical Lab Schedule National Limit	40.000%
CLINICAL LABORATORY	Current Year CMS Clinical Lab Schedule National Limit	40.000%
Default Percent of Eligible Charges: 40.00%		
Professional/Technical Modifier Pricing: Fee Source-Based		
Site of Service: Site of Service does not apply		
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 0.00		
Calculation of Anesthesia Partial Units: Proration		
Schedule Type: FFS		
Last Routine Maintenance Update: 01-01-2013		
Fixed Fees: 36415 - \$0.01 36416 - \$0.01 36420 - \$0.01 36425 - \$0.01 87804 - \$14.00 99000 - \$0.01 99001 - \$0.01 99050 - \$0.01 99195 - \$0.01 \$3600 - \$0.01 \$3601 - \$0.01		

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies. No payments will be made for any CMS additional compensation programs, including without limitation incentive or bonus payment programs. Please remember that this information is subject to the confidentiality provisions of this agreement.

Confidential and Proprietary Not for Distribution to Third Parties

Payment Appendix All Payer Fee Information Document

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$[(\text{Value of 15 minute Anesthesia Conversion Factor} / 15) * \text{anesthesia time unit value}]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time-unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } [(\$60.00 / 15) * 10 = \$40.00]$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scope procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at www.unitedhealthcare.com.

Calculation of Anesthesia Partial Units:

Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.gov.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in all Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters

Payment Appendix

All Payer Fee Information Document

described in this Agreement, such as the Payment Policies.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service does not apply: This fee schedule applies no variation in pricing based on where the service is performed.

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS).

The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office.

A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount, alternate (or "gap fill") Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for that code, we use one of the Fee Sources that exist within the industry to fill that gap, such as but not limited to Ingenix Essential RBRVS. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS codes that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive

Payment Appendix

All Payer Fee Information Document

the Fee Amount for that code and no longer use the alternate Fee Source.

More information about all of our Fee Sources can be located at:

- Centers for Medicare and Medicaid Services (CMS) RBRVS and Fee Schedules: www.cms.gov/medicare
- Centers for Disease Control and Prevention (CDC) Private Sector Selling Price: www.cdc.gov/ncepi/ncid/diseases/immunization/privatesector.htm
- Thomson Reuters Red Book: www.thomsonredbook.com
- RJ Health Systems: www.rjhealthsystems.com
- Ingenix Essential RBRVS: www.ingenix.com/essential
- American Society of Anesthesiologists: www.asa-assn.org

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "current year" construction methodology and will remain current with RVU, Conversion Factor, and flat rate fee (non-RVU based fees such as DME fees) changes as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs and Conversion Factors by CMS will affect this fee schedule. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. Unless specifically stated otherwise, for those anesthesia services that are contracted on a time-based methodology, the Anesthesia Conversion Factor indicated within this document is fixed and will not change. Please refer to the Anesthesia Conversion Factor section above. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b, will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b, will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b, will be effective no later than October 1. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

The effective date of updates under this subsection c, will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar

Payment Appendix All Payer Fee Information Document

quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

For More Information

United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement or you may use our fee schedule look-up function on the web at: www.unitedhealthcare.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.



Payment Appendix
Medicare Advantage Fee Information Document
 Fee Schedule Specifications: as of 01/01/2013
 Report Date: 12/17/2012

Fee Schedule ID: Test2779

Type Of Service	Primary Fee Source	Pricing Level
LAB - PATHOLOGY	Current Year CMS RBRVS Carrier Locality (0000000)	48.800%
OFFICE LAB	Current Year CMS Clinical Lab Schedule National Limit	48.800%
CLINICAL LABORATORY	Current Year CMS Clinical Lab Schedule National Limit	48.800%
Default Percent of Eligible Charges: 40.00% Professional/Technical Modifier Pricing: Fee Source-Based Site of Service: Site of Service does not apply Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): 5.000 Calculation of Anesthesia Partial Units: Round Up Schedule Type: FFS Last Routine Maintenance Update: 01-01-2013		
Fixed Fees: 36415 - \$0.01 36416 - \$0.01 88000 - \$0.01 88005 - \$0.01 88007 - \$0.01 88012 - \$0.01 88014 - \$0.01 88016 - \$0.01 88020 - \$0.01 88025 - \$0.01 88027 - \$0.01 88028 - \$0.01 88029 - \$0.01 88036 - \$0.01 88037 - \$0.01 88040 - \$0.01 88043 - \$0.01 \$9529 - \$0.01		

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies. No payments will be made for any CMS additional compensation programs, including without limitation incentive or bonus payment programs. Please remember that this information is subject to the confidentiality provisions of this agreement.

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Version 4.0 Page 1

Payment Appendix Medicare Advantage Fee Information Document

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$\left[\left(\text{Value of 15 minute Anesthesia Conversion Factor} / 15 \right) * \text{anesthesia time unit value} \right]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } \left[\left(\$60.00 / 15 \right) * 10 = \$40.00 \right]$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at: www.unitedhealthcare.com/medicare

Calculation of Anesthesia Partial Units:

Round Up: Partial time units will be calculated by rounding up to the next full anesthesia time unit value increment. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded up to the next full increment and the total time units for the claim will be 2 time units.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.hhs.gov

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in all Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Payment Appendix

Medicare Advantage Fee Information Document

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service does not apply: This fee schedule applies no variation in pricing based on where the service is performed.

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS).

The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office.

A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount, alternate (or "gap fill") Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for that code, we use one of the Fee Sources that exist within the industry to fill that gap, such as but not limited to Ingenix Essential RBRVS. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS codes that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source.

More information about all of our Fee Sources can be located at:

Payment Appendix

Medicare Advantage Fee Information Document

- Centers for Medicare and Medicaid Services (CMS) RBRVS and Fee Schedules: www.cms.gov/medicare
- Centers for Disease Control and Prevention (CDC) Private Sector Selling Price: www.cdc.gov/od/odhpn/pubs/privatesector/privatesector.htm
- Thomson Reuters Red Book: www.thomsonredbook.com
- RJ Health Systems: www.rjhealthsystems.com
- Ingenix Essential RBRVS: www.ingenix.com/essential
- American Society of Anesthesiologists: www.asa.org

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "current year" construction methodology and will remain current with RVU, Conversion Factor, and flat rate fee (non-RVU based fees such as DME fees) changes as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs and Conversion Factors by CMS will affect this fee schedule. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. Unless specifically stated otherwise, for those anesthesia services that are contracted on a time-based methodology, the Anesthesia Conversion Factor indicated within this document is fixed and will not change. Please refer to the Anesthesia Conversion Factor section above. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b. will be effective no later than October 1. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

Payment Appendix

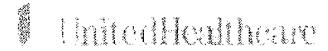
Medicare Advantage Fee Information Document

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

For More Information

United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement or you may use our fee schedule look-up function on the web at: www.unityhealthcare.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.



Payment Appendix
Options PPO Fee Information Document
Fee Schedule Specifications: as of 01/01/2013
Report Date: 12/17/2012

Fee Schedule ID: Test2780

Type Of Service	Primary Fee Source	Pricing Level
LAB - PATHOLOGY	Current Year CMS RBRVS Carrier Locality (0000000)	78.000%
OFFICE LAB	Current Year CMS Clinical Lab Schedule National Limit	78.000%
CLINICAL LABORATORY	Current Year CMS Clinical Lab Schedule National Limit	78.000%
Default Percent of Eligible Charges: 40.00% Professional/Technical Modifier Pricing: Fee Source-Based Site of Service: Site of Service does not apply. Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): 5.0.00 Calculation of Anesthesia Partial Units: Round Up Schedule Type: FFS Last Routine Maintenance Update: 01-01-2013		
Fixed Fees: 36415 - \$0.01 36416 - \$0.01 88000 - \$0.01 88005 - \$0.01 88007 - \$0.01 88017 - \$0.01 88014 - \$0.01 88016 - \$0.01 88020 - \$0.01 88025 - \$0.01 88027 - \$0.01 88028 - \$0.01 88029 - \$0.01 88030 - \$0.01 88037 - \$0.01 88040 - \$0.01 88045 - \$0.01 89529 - \$0.01		

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies. No payments will be made for any CMS additional compensation programs, including without limitation incentive or bonus payment programs. Please remember that this information is subject to the confidentiality provisions of this agreement.

Confidential and Proprietary Not for Distribution to Third Parties

Payment Appendix Options PPO Fee Information Document

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$\lceil \text{[Value of 15 minute Anesthesia Conversion Factor / 15]} * \text{anesthesia time unit value} \rceil$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } \lceil (\$60.00 / 15) * 10 \rceil = \$40.00$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes List attached to the Anesthesia Payment Policy located at www.ama-assn.org/ama/ama-assn-advocacy-policy-affairs/ama-assn-advocacy-policy-affairs.cfm.

Calculation of Anesthesia Partial Units:

Round Up: Partial time units will be calculated by rounding up to the next full anesthesia time unit value increment. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded up to the next full increment and the total time units for the claim will be 2 time units.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.hhs.gov.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in all Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Payment Appendix

Options PPO Fee Information Document

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service does not apply: This fee schedule applies no variation in pricing based on where the service is performed.

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS).

The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office.

A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount, alternate (or "gap fill") Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for that code, we use one of the Fee Sources that exist within the industry to fill that gap, such as but not limited to Ingenix Essential RBRVS. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS codes that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source.

More information about all of our Fee Sources can be located at:

Payment Appendix

Options PPO Fee Information Document

- Centers for Medicare and Medicaid Services (CMS) RBRVS and Fee Schedules: www.cms.gov/REG-2003
- Centers for Disease Control and Prevention (CDC) Private Sector Selling Price: www.cdc.gov/od/odc/ocps/ocps.htm
- Thomson Reuters Red Book: www.thomsonredbook.com
- RJ Health Systems: www.rjhealth.com
- Ingenix Essential RBRVS: www.ingenix.com
- American Society of Anesthesiologists: www.asa.org

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "current year" construction methodology and will remain current with RVU, Conversion Factor, and flat rate fee (non-RVU based fees such as DME fees) changes as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs and Conversion Factors by CMS will affect this fee schedule. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. Unless specifically stated otherwise, for those anesthesia services that are contracted on a time-based methodology, the Anesthesia Conversion Factor indicated within this document is fixed and will not change. Please refer to the Anesthesia Conversion Factor section above. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

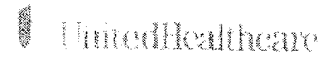
b. Quarterly Updates in Response to Changes Published by Primary Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b. will be effective no later than October 1. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -1C, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

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Payment Appendix Options PPO Fee Information Document

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

For More Information

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